

ACTION ZIPLINE TOURS

RELEASE OF LIABILITY FOR NEGLIGENCE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR MINOR

Please read and be certain you understand the implications of signing

I. EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH ZIP LINING

I, _____, (Please print First Name, Middle Name and Last Name of Minor Participant)

am aware that Action Zipline Tours provides **RECREATIONAL** services. My participation in Action Zipline Tours involves **RECREATIONAL** activities including, but not limited to: walking approximately 100 yards on uphill slopes and uneven terrain; walking or standing on loose gravel and uneven terrain; climbing; standing or walking near unguarded slopes and steep cliffs; swinging with the use of cables, harnesses, and ropes at heights up to 50 feet above the ground; moving and landing at high speeds with the use of cables, ropes, and harnesses; and, traveling by vehicle on paved roads and on unpaved rough, dirt roads to and from the premises of Action Zipline Tours, either in my own vehicle or in a vehicle provided by Action Zipline Tours.

I AM AWARE THAT THESE ACTIVITIES MAY BE DANGEROUS, AND THAT PARTICIPATION IN THESE DANGEROUS ACTIVITIES CAN RESULT IN PROPERTY DAMAGE, SERIOUS INJURY OR DEATH.

I have been fully informed of the inherent hazards and risks associated with my participation in Action Zipline Tours. These hazards and risks include, but are not limited to the following:

(Please read carefully. After reading, initial in the space provided.)

1. _____ Equipment used by me or others could fail or malfunction;
2. _____ I could fall while walking, standing, or using ziplining equipment;
3. _____ My clothing, hair, or hands could become caught in zipline equipment or cables. I could injure my hands by grabbing the zipline cable;
4. _____ While using zipline equipment, I could suffer injuries while landing by colliding with the ground, a support column, another participant, or a Guide, or in some other fashion;
5. _____ This activity takes place outdoors and therefore, I will be exposed to risks associated with exposure to elements, including sun, wind, rain, or snow, lightening, excessive heat, hypothermia, and encountering objects either natural or manmade;
6. _____ As a result of my own negligence, or the negligence of the my Guides, of Action Zipline Tours, or of other participants, I may fall and/or suffer serious injury or death;
7. _____ Guides, and Action Zipline Tours, may negligently misjudge weather or terrain, or the expertise or comfort level of participants; Guides, and Action Zipline Tours, improperly or negligently use, adjust or check harnesses, cables, ropes, or other equipment; Guides and Action Zipline Tours, may improperly or negligently fail to provide adequate supervision of participants, or adequate training for participants; Guides and Action Zipline Tours, may improperly or negligently operate a motor vehicle in which I am an occupant;
8. _____ I will travel on paved roads and on rough, unpaved dirt roads to and from the premises of Action Zipline Tours, in my own vehicle or in a vehicle provided by Action Zipline Tours;
9. _____ I may encounter adverse plants, insects, reptiles, deer, and other animals;
10. _____ While participating in Action Zipline Tours, I will be in a remote location where there are no available medical facilities;
11. _____ I or others may suffer from dehydration, heat, fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE, AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH.

Do you have any health issues that may affect your ability to participate in Action Zipline Tours?

	NO	
	YES	<i>(If yes, please explain below)</i>

